

TERMS AND CONDITIONS OF SALE

The following Terms and Conditions of Sale (“**Terms and Conditions**”) shall apply to the sale by **Seller** of products, equipment, and parts (“**Products**”) to the customer placing the purchase order with Seller (“**Purchaser**”). For purposes of these Terms and Conditions, the term “Seller” shall mean any one or more of the members of the Tooling System Group of Companies, as applicable, for which Purchaser’s purchase order applies.

1. **Contract.** Each sale of Products and the acceptance of any purchase order submitted by Purchaser is expressly made conditional on Purchaser’s assent to these Terms and Conditions. If Purchaser objects to any of the Terms and Conditions hereof, such objection must be made in writing and received by Seller within ten (10) calendar days after placing the purchase order with Seller. Failure to so object shall be conclusively deemed an acceptance of the Terms and conditions hereof. Any additional, different, or conflicting terms and conditions set forth in any documents issued by Purchaser at any time, including without limitation any purchase orders and any specifications, are hereby objected to by Seller, shall be wholly inapplicable to any sale of Products, and shall not be binding in any way on Seller. No waiver or amendment to these Terms and Conditions shall be binding on Seller unless made in a writing expressly stating that it is such a waiver or amendment and signed by Seller. Seller reserves the right to reject or otherwise not accept any order for any reason or no reason at all. These Terms and Conditions, together with the terms and conditions of any Seller quotation, confirmation, acknowledgement, invoice, or other documentation prepared or expressly adopted by Seller, constitute the agreement between the parties (the “**Contract**”).
2. **Prices.** All prices are in U.S. Dollars unless otherwise stated in Seller’s quotation and are subject to change without notice. Seller reserves the right to: (a) correct any errors, whether clerical, mathematical, or otherwise, which are contained in any document issued by Seller to Purchaser; (b) increase the purchase price of the Products to account for increase in raw materials from the date of the purchase order that could have been avoided but for Purchaser’s failure to timely comply with its obligations under the purchase order; and (c) adjust the purchase price of the Product(s) to account for the imposition, increase, removal or reduction in tariffs and excise taxes from the date of the purchase order on materials and component parts purchased or used by Seller in the production of the Products.
3. **Taxes.** Unless otherwise stated in Seller’s quotation, the purchase price for the Products does not include sales, use, excise, or similar taxes. Consequently, in addition to the purchase price for the Products, the amount of any present or future tariffs, duties and sales, use, excise, or other tax applicable to the sale or use of the Products sold hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Seller with a tax-exemption certificate acceptable to Seller and all applicable taxing authorities.
4. **Delivery.** Any delivery dates or other schedule of performance by Seller are approximations, and the sole obligation of Seller with respect to the schedule of delivery or performance will be to use commercially reasonable efforts to deliver the Products, or otherwise to perform consistent with the reasonable demands of its business.
5. **Unavoidable Delay; Limitation of Liability for Delivery Delay.** If Seller is not able to finish and deliver the Products to Purchaser on time because of anything Seller cannot control, including but not limited to casualty; labor trouble or disturbances; unavailability or shortage of necessary materials, supplies, or transportation; supplier bankruptcy; Purchaser’s failure to approve

production samples or provide Seller with accurate, timely and necessary information, materials, approvals, components, parts, GD&T specifications, 3D data, and/or mechanical and controls specification; fire, flood; pandemic; governmental act or regulation; riot; terrorist act; equipment or power failure; unscheduled maintenance; accident; weather conditions; acts of environmental agencies; act of God or any cause beyond Seller's control, then the estimated delivery or performance time shall be extended accordingly, and Seller shall not be liable to Purchaser for any damages caused by the delay. In no event shall Seller be liable for labor or for any special, indirect, incidental, or consequential damages, including but not limited to, demurrage charges, cost of shipment, downtime, lost profits, lost sales, or any other damages resulting from the delay in delivery. Acceptance of Products by Purchaser shall constitute a waiver by Purchaser of any claim for damages on account of delivery delay.

6. **Title and Risk of Loss.** Title to and risk of loss or damage to the Products will pass to Purchaser upon tender of delivery F.O.B. manufacturing facility unless otherwise agreed in a writing signed by Seller.
7. **Transportation Charges.** Unless specified by Seller in its quotation or otherwise in writing, the price quotations or Seller's final price do not include shipping or transportation costs. Except as otherwise agreed, delivery or transportation prices are computed by adding the cost of transportation to destination, including all applicable transportation rates, surcharges, fees, and tolls together with any taxes paid by the Seller.
8. **Purchasing Information.** Purchasing information will identify the revision status of specifications, drawings, process requirements, inspection and verification instructions, and other technical data. Purchaser will identify (i) requirements for design, test, inspection, verification (including production process verification), use of statistical techniques, and related instructions; (ii) applicable critical items and key characteristics; and (iii) the requirements for test specimens (e.g., production method, storage conditions) for design approval, inspection and verification, and investigation or auditing.
9. **Tryout Material, Sample Parts, and Components.** A sufficient quantity of material, parts, and components may be required for development and tryout, which may be used up in tryout. Purchaser shall assume all responsibility for providing tryout material, sample parts, and components that meet all of Seller's required specifications. Any costs associated with non-conforming tryout material, sample parts and/or components supplied by Purchaser shall be Purchaser's responsibility. Seller shall have no responsibility or obligation to return tryout material, sample parts, or components to Purchaser. Any tryout material, sample parts or components provided by Purchaser are representative of standard production material, sample parts or components.
10. **Changes.** Purchaser may submit changes to Seller, which Seller may, in its sole discretion, accept. Purchaser shall be liable for any additional cost incurred by Seller, and Seller's time for delivery of the Products shall be extended to accommodate any such changes. Seller shall have the right to make changes in its equipment, processes, and methods of production of the Products, but Seller will not make any changes to Purchaser's operational or dimensional specifications.
11. **Cancellation.** Seller may at its election, by delivery to Purchaser of written notice of termination, terminate this Contract or any part hereof for cause if Purchaser (a) fails to pay any amount when due under this Contract, (b) fails to comply with any of the provisions of this Contract, (c) fails to

provide Seller any materials or documentation necessary for Seller to deliver the Products (d) fails to provide Seller, upon request, with reasonable assurances of performance, or (e) becomes insolvent or the subject of any bankruptcy or insolvency proceedings. In the event of such termination, Seller shall not be liable to Purchaser for any amount, and Purchaser shall be liable to Seller for all damages sustained by Seller by reason of the default that gave rise to termination. Purchaser may not cancel this Contract or any part hereof, including an accepted purchase order, without Seller's prior written approval. In the event a cancellation is approved by Seller then, unless otherwise agreed, Purchaser shall pay Seller (i) all costs, expenses, and related damages Seller incurs in relation to the order or the cancellation of the order and (ii) any shipping charges and other out of pocket expenses incurred by Seller in relation to the cancellation.

12. Inspection and Acceptance.

12.1 **Tooling and Equipment.** Except as otherwise provided in the Contract, if the purchase order requires the Purchaser to inspect the Products at Seller's place of business, Purchaser shall do so timely, but in no event later than 30 days from the date of being notified by Seller that the Products are available for inspection ("**Inspection Period**") and will be deemed to have accepted the Products unless it notifies Seller in writing of any nonconformity during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. In the event the Inspection Period is extended, Seller shall be entitled to receive a time-price differential in an amount equal to one and one-half percent of the purchase price for each 30 day period, or fraction thereof, that the Inspection Period is extended in order to fairly compensate Seller for delays in payment and the Products' extended consumption of Seller's floor space. If the Contract provides for product testing and final acceptance of the Products at Purchaser's place of business, such as PPAP (Product Part Approval Process), Purchaser shall, within 90 days from receipt of the Products, conduct such testing of the Products and notify Seller in writing of any nonconformity of the Products and furnish such written evidence or other documentation as required by Seller. For the avoidance of doubt, any reference in the purchase order to PPAP shall, unless otherwise specifically stated therein, pertain only to the Product(s) and not to other equipment being produced for Purchaser by others. Absent Seller receiving written notification of nonconformities within such 90-day period, Purchaser shall be deemed to have accepted the Products as delivered and all remaining sums due and owing under the Contract shall be immediately due and payable to Seller. Notwithstanding the aforementioned 90-day approval period, Purchaser shall be deemed to have irrevocably accepted the Products upon: (i) OEM PPAP approval of the Products; or (ii) use of the Products (by Purchaser or others) to produce more than 500 pieces.

12.2 Production Parts.

- (a) **Testing.** If the Contract expressly provides for Purchaser's inspection and/or acceptance of the Products, Seller's standard test procedures conducted by Seller's representative will be the criteria for inspection and/or acceptance, unless other specific procedures have been specified in the Contract. On request, Seller will quote to Purchaser additional charges required to conduct any additional procedures requested by Purchaser which may be acceptable to Seller.
- (b) **Rejection.** All manuals, drawings, specifications, technical documentation, samples, prototypes and Products will be deemed approved and/or accepted by Purchaser if Purchaser does not provide a written objection and/or rejection within seven (7) days of receipt or other reasonable time established by Seller. Purchaser will have seven (7)

days after receipt of the item to inspect and either accept or provide notice of objection and/or rejection. If it is rejected, notice must be given to Seller and written request for Return Material Authorization (RMA) so that it will arrive no later than 10 days after receipt of the item by Purchaser. Failure to so act will constitute an irrevocable acceptance by Purchaser of the item. Any objection and/or rejection by Purchaser must be in writing and state with specificity all defects and non-conformities upon which Purchaser will rely to support its rejection. ALL DEFECTS AND NON-CONFORMITIES WHICH ARE NOT SO SPECIFIED ARE WAIVED. Purchaser may reject the Products only for material non-conformities and all non-material non-conformities will be resolved under the express warranty. If Purchaser rejects any tender of the Products and if requested by Seller, Purchaser must return them to Seller, express, collect, within three (3) days after such request. A failure to so return constitutes an irrevocable acceptance. No attempted revocation of acceptance will be effective, and Purchaser will be limited to any available remedies specifically provided in the Contract. There will be no limitation on the period in which Seller may cure any non-conformity or breach, provided it continues to make reasonable efforts to cure.

- (c) **Inspectors.** If the Contract requires, or Seller requests in writing, inspection or testing prior to shipment, and upon notification by Seller that the Products are ready for inspection or testing, Purchaser will provide at the place of manufacture, at its own expense, one or more qualified and authorized employees to inspect and/or test the Products, check the Products for general compliance with the Contract, and authorize shipment. If Purchaser fails to do so within seven (7) days, then Seller may, in its own discretion, determine that Purchaser has waived the right of inspection, testing and/or acceptance prior to shipment and ship the Products. Correction of defects or non-conformities, which would likely have been discovered by Purchaser's inspection and/or testing and are otherwise covered by Seller's warranty, will be at Purchaser's expense.
- (d) **Testing Facilities.** Purchaser will provide, at its cost and risk of loss, all materials, fixtures, tooling and other items necessary for any inspection and/or testing required by the Contract or requested by Seller. If Purchaser fails to supply such items within the time required, Seller may supply them at Purchaser's expense or test by such means as available at the place of manufacturer. Equipment, parts and materials furnished by Purchaser for testing and/or inspection will be returned to Purchaser at Purchaser's cost, unless Purchaser authorizes their disposal. If the Products include the necessary fixtures and tooling, the inspection and/or testing at the place of manufacture may be performed on production or other equipment like that identified to the Contract.
- (e) **Delivery Shortages.** Any claim by Purchaser for shortages in any delivery must be in writing with satisfactory written evidence delivered to Seller within seven (7) days of receipt.
- (f) **Expenses.** Any expense incurred by Purchaser in the inspection or testing of the Products will be paid by Purchaser, whether the Products have been rejected as defective or non-conforming or the Products have been accepted and a warranty claim has been made for correction of a defect or non-conformity.

13. **Property Rights.** Seller retains and is the exclusive owner of any and all property rights, including, but not limited to, all intellectual property rights in all jurisdictions in and to all designs, engineering details, and other data pertaining to any Products manufactured by Seller. Purchaser will not, and will not permit others to, copy, duplicate, remanufacture, or reverse engineer all or any part of the

Products or remove from any Product any logo, trademark, trade name, or other information identifying the Product as a Product manufactured or sold by Seller.

14. **Warranty.** Unless otherwise stated in Seller's quotation, Seller makes the following LIMITED WARRANTIES: Seller warrants Purchaser's Product against defects in materials or workmanship for a period of SIX (6) months from the date of original purchase. **THIS WARRANTY IS EXCLUSIVE. SELLER MAKES NO OTHER WRITTEN OR VERBAL WARRANTIES OF ANY KIND WHATSOEVER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS CONTRACT BY SELLER.**

If Purchaser discovers a defect within the SIX (6) month period, Purchaser must promptly notify Seller for verification of the defect. Upon verification of any defect in materials or workmanship, Seller will repair or replace a defective Product or part without charge to Purchaser. If the defect requires that the Product be repaired, Purchaser must pay all transportation and insurance charges incurred by Seller in the repair of the Product. In the event that Purchaser's Product cannot be repaired, Seller will refund an equitable portion of Purchaser's purchase price upon return of Purchaser's Product. **THESE REMEDIES SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER. PURCHASER'S REMEDIES SHALL NOT INCLUDE, AND SELLER SHALL NOT BE LIABLE FOR, ANY CONSEQUENTIAL DAMAGES OR ANY SPECIAL INCIDENTAL DAMAGES, LOSS, OR EXPENSE.**

THIS WARRANTY IS CONDITIONED UPON PURCHASER'S PRODUCT BEING PROPERLY MAINTAINED IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED WITH PURCHASER'S PRODUCT. ANY MODIFICATION OR ALTERATION OF PURCHASER'S PRODUCT OR THE USE OF NON-SELLER REPLACEMENT PARTS SHALL RENDER THIS LIMITED WARRANTY VOID.

Neither Purchaser nor any other person may modify or expand the warranty provided herein, waive any of the limitations, or make any different or additional warranties with respect to the Products. Any statements to the contrary are hereby rendered null and void unless made in a writing signed by an authorized officer of Seller.

15. **Limitation of Liability.** **IN NO EVENT WILL SELLER BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER PRODUCTS OR GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, OR INCREASED EXPENSES OF OPERATION, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT OR TRADEMARK INFRINGEMENT, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR**

OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER. Seller will have no liability for any claims arising from use of any Product that is not in accordance with Seller's instructions and specifications. Similarly, Seller will have no liability for any claims arising from Products that have been modified in any way from the condition in which it was shipped or installed by Seller, improperly installed, abused, or misused by any person other than Seller.

16. **Remedies of Seller.** In the event of Purchaser's default as to any terms or provisions of the Contract, or in the performance of any contract or purchase order with Seller, Seller shall have available all rights and remedies set forth in the Contract and available at law or in equity. Purchaser agrees to pay Seller all costs and expenses, including attorneys' fees, incurred by Seller in exercising any of its rights and remedies. No failure on the part of Seller to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof. No waiver by Seller of any default shall constitute a waiver by Seller of any additional or subsequent default.
17. **Safety Precautions.** Seller does not warrant that any safety devices or features supplied with its Product meet the requirements of any local, state, federal, or foreign laws or regulations, including those issued under the Federal Occupational Safety and Health Act, unless such requirement is expressly agreed to between Seller and Purchaser. Purchaser shall not, and shall not allow any other person to, remove, modify, or allow anything to cover or remove from view any safety device, guard, or warning sign relating to a Product. Purchaser shall comply with the provisions of applicable standards and regulations of the Federal Occupational Safety and Health Act and other safety materials provided in relation to the Products.
18. **Indemnity.** Purchaser shall indemnify, defend, and hold harmless Seller and its employees, agents, officers, directors, affiliates, independent contractors, insurers, and all other persons or entities acting in any capacity on Seller's behalf, together with their respective successors and assigns, against all claims, costs, expenses, damages, and liabilities, including, but not limited to, attorneys' fees, of whatever nature (including, but not limited to, personal injuries) and wheresoever and by whomsoever brought, arising out of or related to: (a) the selection, use, operation, possession, maintenance, repair, and delivery of the Products; (b) Purchaser's unauthorized modification of the Products including, especially, any modification or removal of any component of the Product designed for safety; or (c) Purchaser's breach of any of Purchaser's obligations under the Contract.
19. **Terms of Sale.** Unless otherwise specified in writing by Seller, all purchases are cash on delivery. Purchaser will pay to Seller a time price differential of one and one-half percent (1.5%) per month on any past due amount from the date due to the date of payment. In the event that Purchaser fails to pay Seller all sums when due, Purchaser shall pay Seller all of Seller's actual attorneys' fees and costs in connection with any efforts to collect delinquent amounts owed. No warranty claim may be brought against Seller unless Purchaser has made payment in full for Product for which a warranty claim is being made.
20. **Solvency and Statutory Rights.** Purchaser represents that Purchaser is solvent. Nothing contained in the Contract shall be construed as a waiver or modification of Seller's statutory rights, including statutory lien rights under the Michigan Special Tools Lien Act and the Michigan Mold Lien Act, which lien rights Seller will exercise if payment by the Purchaser is not made promptly and pursuant to the Contract.

21. **Permits and Compliance.** Unless otherwise provided in Seller's quotation, Seller is not responsible for obtaining any permit, inspection, or license that is required for installation or operation of the Products.
22. **Security Interest in Products.** Purchaser agrees that this Contract constitutes a security agreement and authorizes Seller to file Uniform Commercial Code financing statements and to take such other actions as Seller determines appropriate to perfect its security interest. Failure to make any payment as provided herein or any other amounts due to Seller from Purchaser, or any other credit concerns of Seller, shall entitle Seller to cease and stop shipments without notice to Purchaser, and Purchaser consents that Seller, its successors and assigns, shall be and are hereby authorized to retake possession and custody of any Products already shipped or received by Purchaser and upon written notice to Purchaser, cancel the balance or unexecuted portion of any order and hold Purchaser liable for any and all damages incurred as a result of or in any manner growing out of the default or failure to so pay on the part of Purchaser.
23. **Time For Bringing Action.** Any action that Purchaser brings against Seller relating to the Contract or for any other claim that arises out of or relates to the Products must be brought within one (1) year from the date of delivery of the Product(s).
24. **Governing Law.** The Contract shall be governed by, construed, and enforced in accordance with the internal laws of the State of Michigan without reference to its conflict of laws provisions. Purchaser hereby submits to the exclusive jurisdiction of courts of competent jurisdiction in Kent County, Michigan, with respect to any claim or controversy arising out of or relating to the Contract, or the breach or non-performance of any provision thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.
25. **Entire Agreement.** If Purchaser has not otherwise agreed to these Terms and Conditions, then Purchaser's receipt of, acceptance of, or payment for the Products shall constitute Purchaser's agreement to these Terms and Conditions. The Contract will not be amended or supplemented by additional or inconsistent terms contained in a purchase order or another standard form. The Contract contains the entire agreement between Purchaser and Seller with regard to the subject matter thereof. Any change in the Contract must be by a writing signed by an authorized officer of Seller.
26. **Severability.** In the event any provision of these Terms and Conditions is held or determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.
27. **Assignment.** Purchaser's rights and obligations hereunder are not assignable or transferable by Purchaser, in whole or in part, except with the prior written consent of Seller. This Contract will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

[end of Terms and Conditions of Sale]